

CITY OF HUNTSVILLE, TEXAS

Steed Smith, Position 1, Mayor Pro Tem
Judy Kayse, Position 2
Mickey S. Evans, Position 3
Jack Choate, Position 4



Jim Willett, Ward 1
Mac Woodward, Ward 2
Gary Crawford, Ward 3
Bob Tavenner, Ward 4

HUNTSVILLE CITY COUNCIL AGENDA

No. 37

REGULAR SESSION
TUESDAY, SEPTEMBER 21, 2004

CITY COUNCIL CONFERENCE ROOM and COUNCIL CHAMBERS
HUNTSVILLE CITY HALL, 1212 AVENUE M

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Danna Welter, City Secretary, at 936/291-5403, two working days prior to the meeting so appropriate arrangements can be made.

5:15pm FINANCE COMMITTEE

The City Council Finance Committee will meet to discuss FY 2003-04 budget adjustments.

6:00pm REGULAR SESSION

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

U.S. Flag

Texas Flag: Honor the Texas Flag. I pledge allegiance to thee, Texas, one and indivisible.

INVOCATION

3A. PUBLIC HEARING on the Proposed FY 2004-05 Budget

3B. PUBLIC COMMENTS

4. CONSENT AGENDA

(Approval of Consent Agenda authorizes the City Manager to implement each item in accordance with staff recommendations. An item may be removed from the Consent Agenda and added to the Statutory Agenda for full discussion by request of a member of Council.)

- a. Authorize the City Manager to enter into a contract with J&M Contracting Co. for construction of the add-on to the recycling drop-off center and the modifications to the TIP Warehouse in an amount not to exceed \$42,143.50 to be funded from a Solid Waste Management Grant from H-GAC. [1-2]
- b. Rename the Genealogy/Texana/Local History Room as the "Johnnie Jo Sowell Dickenson Genealogy Room". [3-4]

5. STATUTORY AGENDA

- a. Consider and take action to adopt Ordinance 2004-09-21.1, approving and adopting the Operating and Capital Improvements Budget for the period October 1, 2004 through September 30, 2005, as presented by Winston Duke, Director of Finance. [5-10]
- b. Consider and take action to adopt Ordinance 2004-09-21.2, adopting the tax rate and levying taxes for the City of Huntsville for the 2004-05 fiscal year upon all taxable property located within and subject to taxation in the City, as presented by Winston Duke, Director of Finance. [11-12]
- c. Authorize the City Manager to enter into a contract with the low bidder of Grisham Construction Company in the amount not to exceed \$172,405.37 for the construction of the IH 45 - Smither Sewer Project to be funded from budgeted wastewater funds, as presented by Steve Stacy, P.E., City Engineer. [13-16]
- d. Authorize the City Manager to execute a contract between Cox Communication and the City of Huntsville for gigabit network services to link the City Hall, Service Center and Municipal Court in the amount not to exceed \$18,000 per year for one year, renewable at the City's option for up to four additional years in single year increments to be funded from budgeted funds, as presented by Jerry Byrd, Interim Director of Information Technology. [17-20]

6. **MAYOR / COUNCILMEMBER / CITY MANAGER REPORT**

- a. Consider and take action on the following appointments/reappointments:
Appoint Nate Grigsby to the Parks and Recreation Advisory Board.
- b. Consider and take action on to allow banners across city streets for certain identified community projects, as presented by Kevin Evans, City Manager. [Material TBP]

7. **EXECUTIVE SESSION**

If, during the course of the meeting and discussion of items covered by this notice, City Council determines that a closed or executive session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Sections:

- 551.071 – consultation with counsel on legal matters;
- 551.072 – deliberation regarding purchase, exchange, lease or value of real property;
- 551.073 – deliberation regarding a prospective gift;
- 551.074 – personnel matters regarding the election, appointment and/or duties of one or more officers and/or employees;
- 551.076 – implementation of security personnel or devices;
- 551.087 – deliberation regarding economic development negotiation; and/or
- Other matters as authorized under the Texas Government Code.

8. **RECONVENE**

Take action, if necessary, on the items listed in 4-7 above.

9. **MEDIA INQUIRIES**

10. **ADJOURNMENT**

FUTURE EVENTS:

October 5	6:00pm	City Council Meeting
October 19	6:00pm	City Council Meeting
October 27-30		Texas Municipal League
November 9	6:00pm	City Council Meeting
November 25-26		City Offices Closed - Thanksgiving Holiday
December 14	6:00pm	City Council Meeting
December 23-24		City Offices Closed – Christmas Holiday

CERTIFICATE

I, Stephanie Brim, Deputy City Secretary, do hereby certify that a copy of the September 21, 2004, City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, in compliance with Chapter 551, Texas Government Code.

DATE OF POSTING: September 17, 2004

TIME OF POSTING: 11:30am



Stephanie Brim, Deputy City Secretary



CITY COUNCIL AGENDA ITEM

Item No. 4a
09/21/2004

Prepared By: Cindy Blaylock, Solid Waste Supt.

Department Head Approval: Bill Daugette

CONSTRUCTION CONTRACT TO ADD ON AND MODIFY TO THE RECYCLING DROP-OFF CENTER AND TIP WAREHOUSE

ITEM DESCRIPTION:

Construction contract to construct a 30'x50' add-on to the existing Recycling Drop-Off Center and to enclose 2 bays, add electrical, and angle rack shelving to the TIP Warehouse.

ENDS POLICY:

- 04.00 City of Huntsville is affordable when.
- 04.01 There is sufficient housing for residents in all income levels to buy.
- 06.00 City of Huntsville is a well planned city.
- 06.01 Comprehensive planning of all city services to meet all citizen's needs.
- 06.01.05 Solid Waste.

RESULT to be ACHIEVED:

The 1,500 sq. ft. additional space to the existing Recycling Center will allow for the installation of a second baler. This additional baler will enable the City of Huntsville to create a second drop-off point in the future. The enclosure of two additional bays in the TIP Warehouse will permit the orderly and weather protected storage of an additional 10 tons of reusable building materials that can be recycled rather than being sent to the landfill.

BACKGROUND:

The City of Huntsville received a \$73,020 Solid Waste Management Grant from Houston-Galveston Area Council (H-GAC) to build a 1,500 sq. ft. addition to the Recycling Center, the enclosure of two storage bays at the building materials recycling warehouse (TIP), the purchase of a pallet rack system and a forklift for moving materials into and out of the recycling warehouse and drop-off point.

A total of two bidders bid on the project. The names of the companies and the result of the base bids are as such:

- 1. J & M Contracting \$42,143.50
- 2. Grisham Construction \$42,619.00

FISCAL IMPACT or FUNDING SOURCE:

Funds for the construction are an H-GAC grant in the amount of \$73,020

RECOMMENDED MOTION:

Authorize the City Manager to enter into a contract with J&M Contracting Co. for construction of the add-on to the recycling drop-off center and the modifications to the TIP Warehouse in an amount not to exceed \$42,143.50 to be funded from a Solid Waste Management Grant from H-GAC.

INTEROFFICE MEMORANDUM

TO: KEVIN EVANS
FROM: LINDA DODSON
SUBJECT: RENAMING THE GENEALOGY/TEXANA/LOCAL HISTORY ROOM
DATE: 9/13/04
CC:

After years of service as President of the Walker County Genealogical Society, Johnnie Jo Dickenson plans to pass the torch this year. In recognition of Johnnie Jo's contributions to the library, it is recommended that the Genealogy/Texana/Local History Room be renamed the Johnnie Jo Sowell Dickenson Genealogy Room.

With Johnnie Jo leading the way, the Walker County Genealogical Society has made tremendous contributions of time, materials, and expertise in building a quality genealogy collection. In the last five years alone, the Society has:

- Donated more than \$15,000 in materials and equipment for the genealogy collection. (Of that \$1,600 was directly from Johnnie Jo Dickenson.)
- Passed on invaluable collections such as the Smither and the McCulloch collections which were donated directly to the Society.
- Championed the need for microform copies of County and ISD records to be placed on permanent loan to the library.
- Provided more than 4,000 hours of volunteer service to the library's genealogy customers.

The Library Board unanimously supports this suggestion. Board President, Mary Frances Park, polled Walker County Genealogical Society members Robert Vann and Sue Martin about the suggestion and both indicated that it would be an excellent tribute to Johnnie Jo. Sue Martin went on to say that Johnnie Jo was the force behind the Society's involvement with the library.

ORDINANCE NO. 2004-09-21.1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, FINDING THAT ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTMENT OF AN ANNUAL BUDGET; APPROVING AND ADOPTING THE OPERATING AND CAPITAL IMPROVEMENTS BUDGET FOR THE CITY OF HUNTSVILLE, TEXAS, FOR THE PERIOD OCTOBER 1, 2004, THROUGH SEPTEMBER 30, 2005; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

- WHEREAS** More than thirty days before the end of the City's fiscal year and more than thirty days before the adoption of this ordinance, the City Manager of the City Huntsville, Texas, submitted a proposed budget for the ensuing fiscal year according to Section 11.05 of the Charter of the City of Huntsville, Texas, and Texas Local Government Code Section 102.005; and
- WHEREAS** the City Manager filed a copy of the proposed budget with the City Secretary and the budget was available for public inspection at least fifteen days before the budget hearing and tax levy for the fiscal year 2004-2005 (Texas Local Government Code § 102.006); and
- WHEREAS** the itemized budget shows a comparison of expenditures between the proposed budget and the actual expenditures for the same or similar purposes for the preceding year and projects for which expenditures and the estimated amount of money carried for each [Texas Local Government Code § 102.103(a)]; and
- WHEREAS** the budget contains financial information of the municipality that shows the outstanding obligations of the City, the available funds on hand to the credit of each fund, the funds received from all sources during the preceding year; the funds available from all sources during the ensuing year; the estimated revenue available to cover the proposed budget; and the estimated tax rate required to cover the proposed budget [Texas Local Government Code § 102.103(b)]; and
- WHEREAS** on September 10, the City Secretary published notice in the City's official newspaper of a public hearing relating to the budget, which include one publication not earlier than the 30th day or later than the tenth day before the date of the hearing [Texas Local Government Code § 102.0065]; and
- WHEREAS** on September 21, 2004, the City Council of the City of Huntsville held a public hearing relating to the budget; and
- WHEREAS** the budget for the year October 1, 2004, through September 30, 2005, has been presented to the City Council, and the City Council has held a public hearing with all notice as required by law, and all comments and objections have been considered; and
- WHEREAS** the City Council now makes changes to the budget that it considers warranted by law or in the best interest of the municipal taxpayers;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, that:

- SECTION 1:** City Council adopts the budget for the City of Huntsville, Texas, now before the City Council for consideration and attached, as the budget for the City for the period of October 1, 2004, through September 30, 2005.
- SECTION 2:** The appropriation for the ensuing fiscal year for operating expenses, debt service and capital outlay budgets shall be fixed and determined as shown on Exhibit "A".

- SECTION 3: Projects described for fiscal year 2004-2005 in the Capital Improvements budget portion of the 2004-2005 budget are approved at the cost level indicated, subject to the availability of funding of project costs (see Exhibit "B").
- SECTION 4: City Council approves an increase in the monthly payment for a full-time employee to the City's Medical Insurance Internal Service Fund from the current \$340.00 per month to \$384.00 per month, per budgeted position.
- SECTION 5: City Council approves a transfer of an amount equal to three (3%) percent of the gross revenues received during Fiscal Year 2004-2005 from all water, wastewater, and solid waste collection and disposal customers, except contractual customers, and deposited in the Water, Wastewater, and Solid Waste Funds to the Street Special Revenue Fund to compensate the City for the use of streets and rights-of-way by the Water, Wastewater, and Solid Waste Funds.
- SECTION 6: Fiscal and Budgetary Policies as detailed in the 2004-2005 budget are approved.
- SECTION 7: City Council has reviewed the investment policies and investment strategies, and the Investment and Banking Policies are approved.
- SECTION 8: The City Secretary is directed to maintain a copy of the adopted budget, to file a copy of it with the City Library and the County Clerk, and to publish a notice saying the budget is available for public inspection [Texas Local Government Code §§ 102.008 and 102.009(d)].
- SECTION 9: Council may amend this budget from time to time as provided by law for the purposes of authorizing emergency expenditures or for municipal purposes, provided, however, no obligation shall be incurred or any expenditure made except in conformity with the budget. [Texas Local Government Code §§ 102.009-102.011; Huntsville City Charter §§ 11.06-11.07.]
- SECTION 10: The City Manager may, within the policies adopted within this budget, authorize transfers between budget line items; City Council may transfer any unencumbered appropriated balance or portion of it from one office, department, or agency to another at any time, or any appropriation balance from one expenditure account to another within a single office, department, or agency of the City. [Huntsville City Charter § 11.06.]
- SECTION 11: City Council expressly repeals all previous budget ordinances and appropriations if in conflict with the provisions of this ordinance. If a court of competent jurisdiction declares any part, portion, or section of this ordinance invalid, inoperative, or void for any reason, such decision, opinion, or judgment shall in no way affect the remaining portions, parts, or sections, or parts of a section of this ordinance, which provisions shall be, remain, and continue to be in full force and effect.
- SECTION 12: This ordinance shall take effect immediately after its passage.

PASSED AND APPROVED on this the 21st day of September 2004.

THE CITY OF HUNTSVILLE, TEXAS

Steed Smith, Mayor Pro Tem

ATTEST:

Danna Welter, City Secretary

APPROVED AS TO FORM:

Thomas A. Leeper, City Attorney

EXHIBIT "A"



City Of Huntsville

FY 2004-2005 BUDGET



General Fund	12,959,512.00
Debt Service Fund	1,768,625.00
Water Fund	9,724,857.00
Wastewater Fund	7,296,973.00
Solid Waste Fund	3,574,815.00
Street Fund	2,426,859.00
Golf Fund	1,064,652.00
SRO Fund	309,809.00
Hotel Motel Tax	
H&M Tax - Arts	56,888.00
H&M Tax - Tourism	169,615.00
H&M Tax - Visitors Center	163,000.00
H&M Tax - Statue Contributions	6,500.00
Total H&M Tax	396,003.00
Capital Projects	17,450,895.96
Other	
Oakwood Cemetery Fund	111,607.00
Medical Insurance Fund	1,701,672.00
Capital Equipment Fund	603,000.00
Fire Equipment Replacement Fund	-
Computer Equipment Replacement Fund	82,800.00
Library Endowment Fund	1,000.00
Oakwood Cemetery Endowment Fund	3,500.00
Court Security SRF	20,000.00
Court Technology SRF	5,000.00
Swimming Pool Contribution SRF	-
Airport SRF	1,500.00
Library SRF	-
Police Forfeiture SRF	-
Police Grants SRF	1,600.00
Total Other	2,531,679.00
GRAND TOTAL APPROPRIATIONS	59,504,679.96

EXHIBIT "B"



City Of Huntsville

PROJECTS



Sub-Project	Description	04-05 Budget	Notes
1250	Golf Course Construction	\$ 200,000.00	
	Total Project 250- Golf Course Project	\$ 200,000.00	
70101	Brazos Drive Water	13,900.00	
70102	IH45 S Smither Overpass	60,475.00	
70104	FM 1791 South Water*	50,708.75	
70105	Water Plant Improvements	663,750.00	
70106	24" Radial- Palm Street to S.H. Ave	150,000.00	
70109	Ground Water Study	100,000.00	
70110	Economic Water Development Projects	100,000.00	
70111	Water Line to TXDOT SRA	150,000.00	
70112	WT- IH-45 Boettcher/Collard	121,625.00	
70113	WT- Hospital Access (Woodward)*	22,128.80	
70114	WT- Robinson Creek Project*	35,336.67	
7204	Champion Rd Water Extension P&D #98-01-05	113,387.50	
	Total Project 701- Water Projects	\$ 1,581,311.72	
7010	WW Smither Collector #49	25,000.00	
7011	WW Smither Collector #50	28,100.00	
7013	WW Majestic Forest Area	290,773.85	
7020	P&D #02-04-05 Thompson Wastewater	93,454.05	
70201	WW- Pine Hill Road	90,600.00	
70202	WW- N Sam Houston	73,000.00	
70203	WW- Boettcher Drive	52,000.00	
70204	WW- Economic Development	100,000.00	
7021	P&D 02-04-05 Thompson Water	78,100.00	
7023	McDonald Creek Drainage	209,933.34	
	Total Project 702- Wastewater CIP	\$ 1,040,961.24	
7101	WW Westridge Collector	1,228,500.00	
71101	Westridge and Sumac Area	1,248,000.00	
71103	Highway 30 West Interceptor	953,041.00	
71104	WW Westridge Interceptor	1,373,000.00	
71108	Parker Creek Interceptor	771,540.00	
71109	McGary Creek Force Main and Station Upgrade	980,000.00	
71130	Robinson Creek at I45 Wastewater	262,000.00	
71131	Highway 190 East Wastewater Extension	100,000.00	
71132	Highway 75 S Wastewater Project	1,039,920.00	
71140	Economic Development	100,000.00	
	Total Project 711- Nov 2002 Debt Issue WW	\$ 8,056,001.00	
7301	WW Old Colony Road Project- Phase II	511,950.00	
	Total Project 731- Old Colony Road Project	\$ 511,950.00	
868	1st Street Extension	203,820.00	
8681	11th to Normal Park- American Bank	378,347.00	
8685	Rice Lane	50,000.00	
8687	Industrial Drive Development	275,000.00	
	Total Project 800- Street Arterial Improvement	\$ 907,167.00	



City Of Huntsville

PROJECTS



Sub-Project	Description	04-05 Budget	Notes
81401	Sidewalks CIP	415,000.00	
	Total Project 814- Sidewalks CIP	\$ 415,000.00	
81503	Way Finding Sign Project - f2Ds	60,000.00	
81504	Improvements Spur 94	48,469.00	
81507	Soccer Field	206,000.00	
81509	Play Module Boettcher Park	25,000.00	
81511	Downtown Parking Improvements	30,000.00	
81512	Mainstreet Streetscape	190,000.00	
81513	Block 3/Sallie Gibbs Park	30,909.00	
81514	Restrooms E/T Park- Dltd-acctd for in 900-02	15,000.00	
81515	Police Building	419,000.00	
81516	Parking Lot and Alley	93,486.00	
	Total Project 815- General CIP	\$ 1,117,864.00	
81801	Swimming Pool CIP	1,272,319.00	
	Total Project 818- Swimming Pool CIP	\$ 1,272,319.00	
85201	Fire Station Construction	1,280,000.00	
	Total Project 852- Fire Station Construction	\$ 1,280,000.00	
90001	Land - Cemetery Addition	30,000.00	
90002	Land Purchase	16,212.00	
90003	Library Related	30,000.00	
	Total Project 900- Land Acquisition Fund	\$ 76,212.00	
1910	Wynne Home**	992,110.00	
	Total Project 910- Wynne Home	\$ 992,110.00	
GRAND TOTAL PROJECTS		17,450,895.96	

Note:

*Includes budget changes for completed projects

**Sitescape budget of \$127,110.00 contingent on contributions.

ORDINANCE NO. 2004-09-21.2

AN ORDINANCE ADOPTING THE TAX RATE AND LEVYING TAXES FOR THE CITY OF HUNTSVILLE FOR THE 2004-2005 FISCAL YEAR UPON ALL TAXABLE PROPERTY LOCATED WITHIN AND SUBJECT TO TAXATION IN THE CITY; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, that:

SECTION 1: There is levied and assessed and shall be collected for the 2004-2005 fiscal year ending September 30, 2004, an ad valorem tax of NO AND 43.75/100 (\$0.4375) DOLLARS for each ONE HUNDRED (\$100.00) DOLLARS of assessed value of property located within the city limits of Huntsville, Texas, on January 1, 2003, made taxable by law, which when collected, shall be apportioned among funds and departments of the city government of the City of Huntsville for these purposes:

General Fund Operations	\$0.24473
Debt Service for Payment of General Obligation Indebtedness	<u>0.19277</u>
	\$0.43750

SECTION 2: All property upon which a tax is levied shall be assessed on the basis of 100 percent of its appraised value. Property Tax Code § 26.02.

SECTION 3: This ordinance shall take effect from and after its passage by City Council.

PASSED AND APPROVED this the 21st day of September 2004.

THE CITY OF HUNTSVILLE, TEXAS

Steed Smith, Mayor Pro Tem

ATTEST:

Danna Welter, City Secretary

APPROVED AS TO FORM:

Thomas A. Leeper, City Attorney



CITY COUNCIL AGENDA ITEM

Item No. 5c
09/21/2004

Prepared By: Steve Stacy, P.E., City Engineer

Department Head Approval: GEI

BID AWARD FOR IH-45 FEEDER – SMITHER SEWER PROJECT

ITEM DESCRIPTION:

Contract with Grisham Construction Company in the amount of \$172,405.37 for the construction of the IH 45 Feeder - Smither Sewer Project.

ENDS POLICY:

06.00 Huntsville is a well-planned city.
06.01 Comprehensive planning of all City services to meet all citizens' needs.
06.01.01 Water and sewer is available in all areas of the City.

RESULT to be ACHIEVED:

To eliminate the Avenue S lift station and provide sewer to the area adjacent to and west of IH 45 between Smither Drive and Wal-Mart.

BACKGROUND:

The purpose of this project is to provide sewer service to the area between Smither Drive and the Wal-Mart area. This project will eliminate the need for the existing Avenue S lift station by boring the Interstate to convert the flow from the east side to the west side of IH 45 and will allow future sewer collection lines to be relocated in the Normal Park and Avenue S area. Also, this area will provide additional flow to the new Robinson Creek Wastewater Plant.

Bids were received and opened on September 8, 2004, and are tabulated as such:

CONTRACTOR	BASE BID
Grisham Construction	\$172,405.37
Brazos Valley Services	\$230,195.00
Brazos Valley Utilities	\$234,739.65

The Engineer's estimate for this project was \$181,542.

FISCAL IMPACT or FUNDING SOURCE:

Fiscal Impact: \$172,405.37
Funding Source: Budgeted Project Funds (702 - 71130 - 62300)

STAFF RECOMMENDATION:

Staff recommends the award of the construction contract to Grisham Construction Company in the amount of \$172,405.37.

RECOMMENDED MOTION:

Authorize the City Manager to enter into a contract with the low bidder of Grisham Construction Company in the amount not to exceed \$172,405.37 for the construction of the IH 45 - Smither Sewer Project to be funded from budgeted wastewater funds.

ATTACHMENT(S):

Bid Tabulation

TABULATION OF BID OPENING ON 9-8-04 2:04pm																
Project No. 00-10-21																
Project Name TH 45 Feeder - Matthew Surma																
Number of Prospective Bidder Actual																
Engineer Estimate		Item No.	Description	Est. Quant.	1 Blanco Valley Utilities		2 Blanco Valley Services		3 Corisham Constr.		4		5		6 Other	
Unit	Total				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
		1	Furnish all materials, labor, equip. & install 8" SDR 26 at a depth....	648 LF	20.00	12,900.00	18.00	11,064.00	12.54	8125.92						
		2	Furnish all materials, labor, equip. & install 8" SDR 26 at a depth....	599 LF	21.40	12,818.00	20.00	11,980.00	12.54	7511.46						
		3	Furnish all materials, labor, equip. and install 8" SDR 26 at a depth....	287 LF	23.40	6,715.80	24.00	6,888.00	14.30	4104.10						
		4	Furnish all materials, labor, equip. and install 8" SDR 26 at a depth....	190 LF	28.00	5,320.00	28.00	5,320.00	16.07	3,053.30						
		5	Furnish all materials, labor, equip. & install 8" SDR 26 at a depth	180 LF	33.00	5,940.00	35.00	6,300.00	18.42	3,315.60						
		6	Furnish all materials, labor, equip. & install 8" SDR 26 at a depth....	200 LF	39.00	7,800.00	45.00	9,000.00	22.83	4,566.00						
		7	Furnish all materials, labor, equip. & install 12" SDR 26 at a depth....	145 LF	27.00	3,915.00	25.00	3,625.00	19.03	2,759.35						
		8	Furnish all materials, labor, equip. and install 12" SDR 26 at a depth....	239 LF	30.20	7,217.80	30.00	7,170.00	20.21	4,830.19						
		9	Furnish all materials, labor, equip. & install 12" SDR 26 at a depth....	171 LF	36.00	6,156.00	35.00	5,985.00	22.85	3,907.35						
		10	Furnish all materials, labor, equip. & install 12" SDR 26 at a depth....	104 LF	38.80	4,035.20	45.00	4,680.00	25.09	2,609.36						
		11	Furnish all materials, labor, equip. & install 12" SDR 26 at a depth....	81 LF	44.25	3,584.25	55.00	4,455.00	28.56	2,313.36						

230, 195.00



CITY COUNCIL AGENDA ITEM

Item No. 5d
09/21/2004

Prepared By: Jerry Byrd, Interim Director of Technology

Department Head Approval: JBB

DATA NETWORK CONTRACT

ITEM DESCRIPTION:

Contract for network services.

ENDS POLICY:

- 05.00 Huntsville is a safe city.
- 06.01 Comprehensive planning of all City services to meet all citizens' needs.
- 06.06.19 Citizens have access to information related to City projects and community activities.
- 06.06.21 Community service providers are linked to avoid gaps or overlaps in community service.
- 06.06.22 Important public service providers are networked.

RESULT to be ACHIEVED:

Improved wide-area network between three critical locations of city resources and operations: City Hall, Service Center, and Municipal Court.

BACKGROUND:

The city's wireless wide area network has proved to lack the stability to support daily operations. In interim fix was instituted using T1 telephone lines to link two key facilities, the Service Center and Municipal Court, with City Hall. An existing pair of unused telephone wires were discovered to provide a good, wired network connection between City Hall and the Police Department.

RFP 04-13 was published to provide higher speeds than that provided by the T1 lines. Three bids were received. Only one bidder proposed the approach requested in the RFP. That bidder was also lowest bidder. The speed of the connection proposed and to be contracted for is a gigabit network.

Company	1 year cost	Notes
Cox Communications	\$18,000	One year contract, renewable for four additional years
Interfacing Company of Texas, Inc.	\$69,500	Requires an \$18,500 up-front payment
SBC	\$75,693	Requires an \$18,093 up-front payment

FISCAL IMPACT or FUNDING SOURCE:

Funds are available in the 2004 and 2005 budgets for communication services.

RECOMMENDED MOTION:

Authorize the City Manager to execute a contract between Cox Communication and the City of Huntsville for gigabit network services to link the City Hall, Service Center and Municipal Court in the amount not to exceed \$18,000 per year for one year, renewable at the City's option for up to four additional years in single year increments to be funded from budgeted funds.

ATTACHMENT(S):

Proposed Contract
Map of buildings affected by this contract.



Commercial Services Agreement

Customer Account Number:	System Address
Federal Tax ID Number:	
Contract Number:	Contract Date: 9/8/2004

Customer Information	Authorized Customer Representative Information
Legal Company Name: City of Huntsville	Name: Kevin Evans
Service Street Address: 1212 Avenue M	Business Phone Number: 936-291-5419
City/State/Zip: Huntsville, Texas 77340-4608	Business Fax Number:
Requested Service Date: Nov. 15th, 2004	Additional Contact Number (optional): Debby Mikulin
Billing Street Address (if different from service address)	E-mail Address (optional):
Street Address:	
City/State/Zip:	

Cox shall provide the following Services and equipment and Customer agrees to pay the fees and charges set forth below:

(Customer Initials)

Service Description	Quantity	Term	Total Service Charges	
			Monthly Recurring / Access Charge	Non Recurring/One-time Activation and Set-up Fees
GIG link	2	12 months	\$1500 month for both	\$00

Equipment Description	Quantity	Unit Price	Installation Fees	Total Equipment
All necessary equipment to attach to the City's existing WAN and dual route the linkage, per the attached RFP		\$00	\$00	\$00

☐ Telephone/Voice/Access

(Customer Initials)

Business Telephone Numbers:	
1.	
Dedicated Services - Point to Point	
1212 Avenue M Huntsville, TX 77340-4608	448 N. Hwy. 75 Huntsville, TX 77320
448 N. Hwy. 75 Huntsville, TX 77320	717 FM 2821 West Huntsville, TX 77320

☐ Internet Services - None

(Customer Initials)

☐ Video - None

(Customer Initials)

☐ Special Conditions

Contract represents Terms and Conditions of RFP 04-13 for the City of Huntsville. The RFP and Cox's response are attached and included in the contract.

This is a 12 month contract that is renewable at the same monthly rate for 4 additional years.

All installation and equipment included in monthly cost. All equipment setup and route management is included in the monthly cost. The two links are modified from that published in the RFP to go from the City Hall to the Service Center and from the Service Center to the Municipal Court, following a physical routing that would not allow a single cut or breakage of one line of service to also cut or break the other line.

Installation of network within 90 day timeframe of Contract signature.

The undersigned represents that he/she is the Customer or is the Authorized Customer Representative identified above and is authorized to sign this Agreement on behalf of Customer for the services in this Agreement. The undersigned further represents that the Customer Information and the Authorized Customer Representative Information is true and correct. This Agreement binds Customer to the Rates, Terms and Conditions of Service applicable to each of the services selected above, including any termination penalties that may apply. Customer understands that regulated services selected above are provided by Cox Texas Telcom LP. All Services are subject to the Terms and Conditions on Pages 2 & 3 attached hereto. Internet, Data, Web Hosting and/or Web Conferencing, CoxMail(sm) E-Mail Services, if selected by Customer, are subject to Acceptable Use Policies located at www.coxbusiness.com/AcceptableUsePolicy.pdf and Customer acknowledges receipt of these by signing below. The undersigned authorizes Cox to check credit and this Agreement is subject to credit approval. Prices listed do not include applicable taxes, fees, assessments or surcharges. Until this Agreement is signed by Cox, it serves as a proposal which may be withdrawn or changed at anytime by Cox. Cox will honor the prices in this proposal provided Customer delivers a signed contract to Cox within thirty days from the contract date above.

Customer - Authorized Signature: _____

By: _____
Title: _____
Date: _____

Cox Southwest Holdings, LP;
Cox Texas Telcom, LP; By its General Partner, Cox Telcom Partners, Inc.
By: _____
Title: _____
Date: _____

Terms and Conditions of Service.

fees, as may be provided at law or in equity, including the applicable termination liabilities.

1. **Payment** Customer shall pay for all monthly service charges, plus one-time set-up, installation and/or construction charges. Cox may change video and music Service prices periodically during the Term of this Agreement. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the due date shown on the applicable bill will be subject to interest or a late charge at the maximum rate allowed by law. If applicable to the Service, Customer shall pay sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges imposed on the use of the Services. Taxes will be separately stated on the Customer's invoice. No interest shall be paid on deposits.

2. **Service and Installation** Cox shall provide Customer with the Services and Equipment identified on the first page of this Agreement. Customer is responsible for damage to any Cox equipment. Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Cox network, equipment or facilities and/or (b) complies with the applicable Acceptable Use Policies ("AUP") which are incorporated herein by reference. Customer shall use the equipment only for the purpose of receiving the Services. Customer shall not make any connections to the equipment which are not expressly authorized in writing by Cox or permit tampering, altering or repair of the equipment by any person other than Cox's authorized personnel. Unless provided otherwise herein, Cox shall use reasonable efforts to maintain the Services in accordance with applicable performance standards, however, Cox shall have no responsibility for the maintenance or repair of facilities and equipment it does not furnish. For Cox Internet Services, bandwidth speed options may vary.

3. **Service Date and Term** This Agreement shall be effective upon execution by the parties. Services shall be provided for the applicable term set forth on the first page of this Agreement. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control.

4. **Customer Responsibilities** Customer is responsible for arranging all necessary rights of access for Cox within the Customer's premises, including space for cables, conduits, and equipment as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace or remove any and all facilities and equipment provided by Cox. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Cox's equipment. Customer shall use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. If Customer engages in a public performance of any copyrighted material contained in any of the Services provided under this Agreement, the Customer, and not Cox, shall be responsible for obtaining any public performing licenses. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Cox network.

5. **Equipment** Unless otherwise provided herein, Customer agrees that Cox shall retain all rights, title and interest to facilities and equipment installed by Cox thereunder and that Customer shall not create or permit to be created any liens or encumbrances on such equipment. Internal Wiring shall not be considered equipment and shall become the property of Customer upon initiation of Service. Cox shall install equipment necessary to furnish the video Services to Customer. Customer shall not modify or relocate equipment installed by Cox or install any other equipment, including servers in connection with data/Internet without the prior written consent of Cox. For Cox-owned equipment, Customer shall, at the expiration or termination of this Agreement, return the equipment in good condition, ordinary wear and tear resulting from proper use excepted. In the event the equipment is not returned to Cox in good condition, Customer shall be responsible for the value of such equipment. Cox shall repair any equipment owned by Cox at no charge to Customer provided that damage is not due to misuse, abuse or other disaster including acts of God. If additional equipment, including but not limited to, monitors, computers, circuits, software or other devices, are required by Customer to use the Services, Customer shall be responsible for such equipment.

6. **Default** If Customer fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, then Cox, at its sole option, may elect to pursue one or more of the following courses of action upon proper notice to Customer as required by tariff or applicable law: (i) terminate service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys'

7. **Termination** Customer may terminate video, data, Internet, web hosting and/or web conferencing Services before the end of the term selected by Customer on the first page of this Agreement; provided, however, if Customer terminates Service before the term selected by Customer (except for breach by Cox), or Cox terminates Services for Customer's breach of this Agreement or the AUPs, Customer may be subject to a termination liability. The termination liability shall equal 100% of the monthly recurring charges for the terminated Services multiplied by the number of full months remaining in the initial term commitment and is due upon termination. After the initial term, this Agreement shall automatically renew on a year-to-year basis and shall be subject to terms of this Agreement. Any termination by Customer must be in writing.

8. **LIMITATION OF LIABILITY.** COX SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS ARISING FROM THIS AGREEMENT. COX'S MAXIMUM LIABILITY TO CUSTOMER ARISING UNDER THIS AGREEMENT SHALL BE THE LESSER OF \$5,000.00 OR THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES HEREUNDER.

9. **Assignment** Customer may not assign, in whole or in part, this Agreement without the prior written consent of Cox, which consent may be withheld in Cox's discretion. Cox may assign this Agreement and Service may be provided by one or more legally authorized Cox affiliates.

10. **WARRANTIES** EXCEPT AS PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

11. **INDEMNITY** Customer shall indemnify and hold Cox and its respective affiliates, subcontractors, employees or agents harmless (including payment of reasonable attorneys fees) from and against any claim, actions or demands relating to or arising out of Customer's use of the Service including without limitation (i) any content or software displayed, distributed or otherwise disseminated by the Customer, its employees, or users of the Services, (ii) any claim that Customer's use of the Service including the registration and

maintenance of Customer's selected domain name(s), infringes on the patent, copyright, trademark or other intellectual property right of any third party; (iii) any malicious act or act in violation of any laws committed by Customer, its employees or users using the Services; and/or (iv) violation by Customer, its employees or authorized users of the Cox AUPs.

12. Viruses, Content, Customer Information Software or content obtained from the use of Service may contain viruses or other harmful features and Customer is solely responsible for protecting its equipment and software from such matters. Through the use of the Service, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Cox may disclose Customer information to law enforcement or to any Cox affiliate.

13. Miscellaneous This Agreement, the tariffs, the RFP documents and the Cox proposal referenced herein, and the AUPs constitute the entire agreement between Cox and Customer for the Services and equipment provided herein. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be modified, waived or amended only by a written instrument signed by the parties. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Texas. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any express mail service; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the parties at the addresses on the first page of this Agreement, or as specified by subsequent written notice delivered by the party whose address has changed.

14. Regulatory Authority-Force Majeure This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation.

15. Software License Cox grants Customer a limited, nonexclusive, nontransferable and nonassignable license to install and use as provided herein (i) Cox access software, as well as software from our licensors that Cox incorporates into its access software), (ii) all associated user documentation and (iii) any updates thereto (the "Software"). Customer's use of the Software is governed by these terms and conditions. All rights title and interest to the Licensed Software, including associated intellectual property rights, are and will remain with Cox and Cox's licensors. Customer may not decompile, reverse engineer, distribute, translate any part of Software. Customer acknowledges that the Software, and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the USA. Customer agrees not to export or re-export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.

16. Digital Millennium Copyright Act Cox is registered under the Digital Millennium Copyright Act of 1998. Pursuant to 17 U.S.C. Section 512(c)3, if you believe that a Web page hosted by Cox is violating your rights under U.S. copyright law, you may file a complaint with Cox's designated agent. Please contact DMCA@Cox.com for information necessary to file your complaint with Cox.